



Electronic Title Copy

Vehicle ID Number	Year	Make	Model	Body Style	Lic Plate	Reg Exp
2NKHHM7X2JM214870	18	KENW	[T370]*	TK		

Weight	New/Used	Title Number	Odometer	State	Date Issued
10176		78466685	3	PA	01-13-2018

Full Name of Owner(s)	Vehicle Brand(s)	Liens(s)
MIDNIGHT MADNESS DISTILLING LLC 230 TRUMBAUERSVILLE RD QUAKERTOWN, PA 18951		[PACCAR FINANCIAL CORP 240 GIBRALTAR ROAD SUITE 200 HORSHAM, PA 19044]*

Odometer Brand(s)	Lien Date: 01-12-2018
	ELT Number: 91602971202 LTN: [REDACTED] 7212 [REDACTED]

* Information has been supplied by the lienholder, not the state titling agency.

Document ID: 4FUKN7OPBV

THIS IS NOT A TITLE

This is an official Premier eTitleLien® Report
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PACCAR

FINANCIAL

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

SELLER

NAME	North Carolina Kenworth, Inc.
PLACE OF BUSINESS	6442 Burn Proprietary Road Greensboro, NC 27409
MAILING ADDRESS	6442 Burn Proprietary Road Greensboro, NC 27409

Seller hereby sells, and Buyer (meaning all undersigned buyers, jointly and severally) hereby purchases, subject to the terms set forth below

Buyer hereby grants a security interest in the Vehicle(s), and any additional collateral (collectively the "Collateral"), and any Additions and Accessions obligations, including any additional indebtedness incurred as provided by this Contract, and any extensions and renewals of the obligations and future advances made by Seller to Buyer, to Seller and its assigns to secure prompt payment of the indebtedness herein and any performance of Buyer's other obligations under this Contract.

Buyer also acknowledges that Seller has offered to sell the Vehicle(s) for the cash price indicated, but that the Buyer has chosen to purchase on the terms and conditions of this Contract.

BUYER	BUYER REPRESENTS AND WARRANTS
NAME	MIDNIGHT MADNESS DISTILLING, LLC
STREET	2300 Trumbauerville Rd.
ADDRESS	Po Box 173 Quakertown, PA 18951
ADDRESS	TRIMBAVERSVILLE, PA 18970

The Collateral is to be used for business and commercial purposes, and not for agricultural purposes or for personal, family or household use. The Buyer's chief place of business is located at
 STREET 2300 Trumbauerville Rd.
 CITY Quakertown
 COUNTY Bucks
 STATE PA
 ZIP CODE 18951
 Buyer will immediately notify Seller in writing of any change in the above address or location. This contract is entered into in the State of North Carolina and is governed by its laws.

For each installment not paid when due, Buyer agrees to pay Seller a delinquency charge calculated thereon at the rate of 11% per month for the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect.

DEINQUENCY CHARGE

YEAR	MAKE	MODEL	DESCRIPTION OF VEHICLE(S) - COLLATERAL (for security purposes only)	VEHICLE ID NUMBER (VIN)	ALLOWANCE	PAYOUT	PAYOUT DUE TO
2018	Kenworth	1370	Hackney beverage body SN 1011H-17B-437	2NKH1M723MZ214870	\$0.00	\$112,341.00	Total: \$112,341.00

ITEMIZATION OF AMOUNT FINANCED		Total:	\$0.00
Cash Price		\$112,341.00	
Sales Tax		\$0.00	
FET		\$0.00	
TOTAL CASH PRICE		\$112,341.00	
(a) DOWN PAYMENT			
(b) UNPAID CASH PRICE – (a minus b)			
(c) OTHER CHARGES			
(d) PRINCIPAL BALANCE (Basic Time Price) – (c plus d)	TOTAL OTHER CHARGES	\$350.00	
(e) FINANCE CHARGE (Time Price Differential – See Section 17) (Estimated)		\$100,691.00	
(f) CONTRACT BALANCE (Time Balance – See Section 17) – (Estimated) (e plus f)		\$14,919.40	
(g) TITLE FEE		\$15,610.40	

THE CONTRACT BALANCE (item g) IS PAYABLE TO THE SELLER OR HIS ASSIGNEE BASED ON THE FOLLOWING SCHEDULE:

First installment	No. of installments	Amount Each	Payment Frequency
1. January 20, 2018	60	\$1,926.84	Monthly

Page 1 of Security Agreement dated on or about December 06, 2017 between MIDNIGHT MADNESS DISTILLING, LLC (Buyer) and North Carolina Kenworth, Inc. (Seller) which includes, without limitation, an item of collateral with the following Vehicle Identification Number: 2NKH1M723MZ214870.

CAT. NO. 1258A FSCS 11/2016

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Page 2 of Security Agreement dated on or about December 06, 2017 between MIDNIGHT MADNESS DISTILLING, LLC (Buyer) and North Carolina Kenworth, Inc. (Seller) which includes, without limitation, an item of collateral with the following Vehicle Identification Number: 2NKH1M723MZ214870.

CAT. NO. 1258A FSCS 11/2016

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PACCAR

FINANCIAL

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

1. CERTIFICATE OF TITLE - LIENS.

Buyer agrees that any Certificate of Title for the Collateral will show Seller's security interest (if any) and will be delivered promptly to Seller. Seller has the right to hold the Certificate of Title until Buyer pays all indebtedness and performs all other obligations under this Contract. Buyer promises not to give any other party a lien or security interest in the Collateral without Seller's written consent.

Buyer promises not to part with possession of, sell or lease the Collateral without Seller's written consent. Buyer hereby:

- agrees that from time to time, at the expense of the Buyer, Buyer will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that Seller may request, in order to perfect or protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder with respect to any Collateral; and
- grants to Seller the power to sign Buyer's name and on behalf of Buyer to execute and file applications for title transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral.

2. ASSIGNMENT.

Buyer has the right to assign this Contract to PACCAR Financial Corp. If Seller does assign it, PACCAR Financial Corp. will take all of the Seller's right, title and interest under this Contract (including Seller's interest in the Collateral). Thereafter, the term "Seller" in this contract shall mean PACCAR Financial Corp. This means, among other things, that Buyer will be required to make the payments under this Contract directly to PACCAR Financial Corp.

Buyer agrees that if Seller assigns this Contract, and PACCAR Financial Corp. sues Buyer to collect any amount Buyer owes to PACCAR Financial Corp., or to enforce any of Buyer's other obligations to PACCAR Financial Corp., Buyer will not assert any claim or defense Buyer has against Seller as a claim, defense, or setoff against PACCAR Financial Corp.

3. INSURANCE.

Buyer agrees to keep the Collateral continuously insured against fire, theft, collision, and any other hazard Seller specifies by an insurance company Seller has approved. The amount of an insurance policy shall be the full insurable value of the Collateral or the greater. The insurance policy shall provide, in a form acceptable to Seller, for payment of any loss to Seller. Buyer shall deliver promptly to Seller certificates or, if requested, portions of insurance satisfactory to Seller, each with a loss payable endorsement naming Seller or its assigns as loss payee as their interests may appear. The insurance policy shall provide that it can be canceled on any after written notice of intention to cancel to be delivered to Seller at least ten (10) days before the cancellation date. If the Collateral is lost or damaged, Seller shall have full power to collect any or all insurance proceeds and to apply them as Seller chooses either to satisfy any obligation secured by this Contract (whether or not due or otherwise matured), or to repair the Collateral. If Buyer obtains insurance from a company Seller has not approved, or fails to obtain any insurance, Seller may (but does not have to) obtain any insurance Seller desires to protect its interests. If Seller does so, Buyer shall reimburse Seller upon demand for its expenses.

Page 3 of Security Agreement dated on or about December 06, 2017 between MIDNIGHT MADNESS DISTILLING, LLC (Buyer) and North Carolina Kennworth, Inc. (Seller) which includes, without limitation, an item of collateral with the following Vehicle Identification Number: 2NKH1HAY72AM14870.

CAT NO. 1258A FSCS 11/2016

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SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

1. CERTIFICATE OF TITLE - LIENS.

Seller shall have no liability at all for any losses which occur because no insurance has been obtained or the coverage of the insurance which has been obtained is incomplete.

Seller has the right to hold the Certificate of Title until Buyer pays all indebtedness and performs all other obligations under this Contract. Buyer promises not to give any other party a lien or security interest in the Collateral without Seller's written consent.

Buyer promises not to part with possession of, sell or lease the Collateral without Seller's written consent. Buyer hereby:

- agrees that from time to time, at the expense of the Buyer, Buyer will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that Seller may request, in order to perfect or protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder with respect to any Collateral; and
- grants to Seller the power to sign Buyer's name and on behalf of Buyer to execute and file applications for title transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral.

2. ASSIGNMENT.

Buyer has the right to assign this Contract to PACCAR Financial Corp. If Seller does assign it, PACCAR Financial Corp. will take all of the Seller's right, title and interest under this Contract (including Seller's interest in the Collateral). Thereafter, the term "Seller" in this contract shall mean PACCAR Financial Corp. This means, among other things, that Buyer will be required to make the payments under this Contract directly to PACCAR Financial Corp.

Buyer agrees that if Seller assigns this Contract, and PACCAR Financial Corp. sues Buyer to collect any amount Buyer owes to PACCAR Financial Corp., or to enforce any of Buyer's other obligations to PACCAR Financial Corp., Buyer will not assert any claim or defense Buyer has against Seller as a claim, defense, or setoff against PACCAR Financial Corp.

3. INSURANCE.

If the Vehicle is new, there is no warranty other than that of manufacturer. If the Vehicle is used, it is sold "AS IS" and "WITH ALL FAULTS."

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SET OUT IN WRITING AND ASIGNED BY THE SELLER, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED.

9. ADDITIONS TO COLLATERAL.

If Buyer reasonably deems the Collateral in danger of misuse, confiscation, damage, or destruction:

11. REMEDIES.

If Buyer defaults under this Contract, Seller may, at its option, with or without notice to Buyer:

(a) Declare this Contract to be in default;

(b) Declare the entire amount of the unpaid Time Balance, after deducting unearned Time Price Differential in accordance with the applicable state law, and other charges and indebtedness secured by this Contract immediately due and payable, without protest, presentment demand or notice (including but not limited to notice of intent to accelerate and notice of acceleration), all of which Buyer waives; and

(c) Exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws.

In addition to the foregoing and any other rights Seller has under the law in effect at the time of default, the following provisions shall apply:

(a) On Seller's demand, Buyer shall deliver possession of the Collateral to Seller at a place Seller designates reasonably convenient to both parties.

(b) Seller may enter any premises where the Collateral may be found and take possession of it without notice, demand, or legal proceedings provided such entry is in compliance with law.

(c) Seller shall give Buyer least ten (10) days written notice of any sale of the Collateral, which Buyer agrees to be reasonable notice. Notice shall be given at the address specified.

Page 3 of Security Agreement dated on or about December 06, 2017 between MIDNIGHT MADNESS DISTILLING, LLC (Buyer) and North Carolina Kennworth, Inc. (Seller) which includes, without limitation, an item of collateral with the following Vehicle Identification Number: 2NKH1HAY72AM14870.

CAT NO. 1258A FSCS 11/2016

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SECURITY AGREEMENT
RETAIL INSTALLMENT CONTRACT

final or "balloon" payment. Early payments could cause those

amounts to be less than disclosed, resulting in a smaller final or "balloon" payment or reduced number of payments. In no event shall Buyer be required to pay interest in excess of the maximum rate allowed by law of the state having jurisdiction over the transaction. The intention of the parties is to conform strictly to applicable state usury laws which may reduce the Buyer's Rate to the maximum amount allowed under such usury laws now or hereafter in effect.

18. FINANCIAL INFORMATION.

Buyer agrees to furnish Seller promptly, with any financial statements or other information which Seller may reasonably request from time to time. Any and all financial statements will be prepared on a basis of generally accepted accounting principles, and will be complete and correct and fairly present Buyer's financial condition as of the date thereof. Seller may at any reasonable time examine the books and records of Buyer and make copies thereof.

19. CHATTEL PAPER.

This Contract is to be sold only to PACCAR Financial Corp. and is subject to the security interest of PACCAR Financial Corp. The only copy of this Contract which constitutes "chattel paper" under the Uniform Commercial Code is the copy which is delivered to and held by PACCAR Financial Corp. No assignee or secured party other than PACCAR Financial Corp. will under any circumstances acquire any rights in, under or to this Contract or any sums due hereunder, except that PACCAR Financial Corp. may, by a separate written assignment signed by PACCAR Financial Corp., assign its interest received hereunder.

20. PREPAYMENT.

Buyer shall have the right to prepay all or part of the principal of such prepayment right, and as compensation to Seller for the loss of the benefit of its bargain, unless prohibited by applicable law. Buyer shall also pay to Seller a percentage of the amount of the principal indebtedness being prepaid equal to 1/12 of 1% (0.0083) multiplied by the number of full months remaining in the

term of the Contract, or the maximum rate allowed under applicable law if lower.

21. MISCELLANEOUS.

(a) This Contract shall be binding jointly and severally upon all parties described as the "Buyer" and their respective heirs, executors, representatives, successors and assigns and shall more to the benefit of Seller, its successors and assigns. (b) This Contract and any other evidence of the indebtedness given in connection therewith may be assigned by Seller to a third party without notice to Buyer and Buyer hereby waives any defense, counterclaim or cross-complaint by Buyer against any assignee, agreeing that Seller shall be solely responsible therefor. (c) Buyer acknowledges receipt of a true copy of this Contract and waives acceptance hereof.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A photocopy or electronic signed copy of any such counterpart shall have the same force and effect as an original (ink) signature.

22. WAIVER OF JURY TRIAL.

Except as otherwise provided by applicable law Buyer and Seller each waive any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between Buyer and Seller arising out of, connected with, related to or incidental to the relationship established between them in connection with this Contract or other instrument, document or agreement executed or delivered in connection therewith or the transactions related thereto. Buyer and Seller each hereby agree and consent that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that either may file an original counterpart or a copy of this Contract with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

RETAIL INSTALLMENT CONTRACT

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SECURITY AGREEMENT

RETAIL INSTALLMENT CONTRACT

WARNING: LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS NOT INCLUDED UNDER THIS CONTRACT.

NOTICE - SEE ALL PAGES FOR IMPORTANT TERMS WHICH ARE PART OF THIS CONTRACT.

NOTICE - SEE ALL PAGES FOR IMPORTANT TERMS WHICH ARE PART OF THIS CONTRACT.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE (TIME PRICE DIFFERENTIAL).
4. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

BUYER ACKNOWLEDGES THAT A TRUE COPY OF THIS CONTRACT HAS BEEN RECEIVED, READ, AND WAS COMPLETELY FILLED IN BEFORE BEING SIGNED.

SELLER: North Carolina Kenworth, Inc.

By _____
Mark Dunlap
919-298-3387 (AT)

Mark Dunlap, Branch Manager - Greensboro
DATE: December 06, 2017

BUYER: MIDNIGHT MADNESS DISTILLING, LLC

By _____
Casey Parzych
919-298-3387 (AT)
CASEY PARZYCH, MEMBER

CASEY PARZYCH, MEMBER
DATE: December 06, 2017

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**SECURITY AGREEMENT
RETAIL INSTALLMENT CONTRACT**

DATE: December 06, 2017

TO: PACCAR Financial Corp.

Check one of the following:

Yes, I want to access PACCAR Financial Online Services to make payments online.
(You will receive an email welcome letter with instructions on how to sign up.)

I am an existing PACCAR Financial Online Services customer, currently making payments online.
Email Address: [REDACTED]@com

No, I do not want to access PACCAR Financial Online Services. I prefer to receive a Coupon Book and understand that I will be subject to a one-time, non-refundable Administration Fee of \$250.00 for choosing this option.

Reason: _____

By signing below, I understand that if payments are not made through PACCAR Financial Online Services, I am subject to a one-time, non-refundable Administration Fee of \$250.00 to be added to my account.

BUYER: MIDNIGHT MADNESS DISTILLING, LLC

BY: *[Signature]*
[REDACTED]
CASEY PARZYCH MEMBER

DATE: December 06, 2017

To register to make your payments online and to view our latest product offerings, please visit www.paccarfinancial.com.

PACCAR Financial Corp.
(800) 777-4525
www.paccarfinancial.com

Page 7 of Security Agreement dated on or about December 06, 2017 between MIDNIGHT MADNESS DISTILLING, LLC (Buyer) and North Carolina Kenworth, Inc. (Seller) which includes, without limitation, an item of equipment with the following Vehicle Identification Number: 2NKHMHM7X2JM214670.

CAT. NO. 1258A FSCS 11/2016

DocuSign Envelope ID: 674C8EA1-54C8-4FD8-8C4B-DE29ABC6352B

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Reference is made to the Security Agreement-Retail Contract ("Contract") dated December 06, 2017 between North Carolina Kenworth, Inc., ("Seller") and MIDNIGHT MADNESS DISTILLING, LLC ("Buyer").

SECURITY AGREEMENT GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, and to induce Seller to enter into the Contract, Guarantor (meaning all undersigned Guarantors, if more than one, jointly and severally) hereby unconditionally guarantees to Seller and its assigns, regardless of the enforceability of the Contract, or any other circumstances which might affect the liability of Guarantor that (i) all whether at stated maturity or maturity by acceleration or otherwise, in accordance with the terms of the Contract, and (ii) in case of any extension of time of payment or renewal of any of the Debt, it will be paid in full when due in accordance with the terms of such extension or renewal, whether at stated maturity or maturity by acceleration or otherwise. Failing payment when due of any amount so guaranteed for whatever reason, Guarantor will be obligated to pay such amount. Immediately, regardless of whether Seller has proceeded against Buyer or the Collateral (as defined in the Contract), Guarantor hereby waives notice of and consents to any extensions of the time of payment, renewals, releases of Collateral, or other indulgence given to Buyer in respect of any or all of handling of the Collateral, and all other notices and demands whatsoever respecting the Debt or the Collateral. This Guaranty shall bind the Guarantor and the estate of Guarantor. This Guaranty shall be automatically reinstated if for any reason any payment in respect of unsigned Guarantors, if more than one, and any other party liable in respect of the Debt may be released. Any of the or any undesignated Guarantor or Guarantors not released, Guarantor authorizes Seller to request and receive information about Guarantor from credit reporting agencies. Seller may assign this guaranty to PACCAR Financial Corp., and if it does, PACCAR Financial Corp. shall have the same rights and remedies as if originally named here in place of Seller. Guarantor hereby waives notice of acceptance of this guaranty. Guarantor hereby irrevocably waives and renounces any right or claim Guarantor would otherwise have against Buyer, whether by way of indemnification, subrogation, exoneration, right of reimbursement, contribution or otherwise, as a consequence of Guarantor making any payment under this Guaranty.

Dated this 6th day of December, 2017.

INDIVIDUAL GUARANTOR	ADDRESS	PHONE
<i>[Signature]</i> [REDACTED] CASEY PARZYCH	138 N MAIN ST TRUMBAVERVILLE, PA 18590	[REDACTED]

CAT. NO. 3854Aa FSCS 01/2015

Page 1 of 1

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Reference is made to the Security Agreement-Retail Contract ("Contract") dated December 06, 2017 between North Carolina Kenworth, Inc., ("Seller") and **MIDNIGHT MADNESS DISTILLING, LLC** ("Buyer").

For valuable consideration, the receipt of which is hereby acknowledged, and to induce Seller to enter into the Contract, Guarantor assigns, regardless of the enforceability of the Contract, or any other circumstances which might affect the liability of Guarantor that (i) all Buyers indebtedness under the Contract ("Debt"), including without limitation each installment thereof, will be paid in full when due, whether at stated maturity or maturity by acceleration or otherwise, in accordance with the terms of the Contract, and (ii) in case of any extension or renewal of payment or renewal of any of the Debt, it will be paid in full when due in accordance with the terms of such guarantee for whatever reason, Guarantor will be obligated to pay such amount immediately, regardless of whether Seller has proceeded against Buyer or the Collateral (as defined in the Contract). Guarantor hereby waives notice and consents to any extensions of the time of payment, renewals, releases of Collateral, or other indulgence from time to time granted to Buyer in respect of any or all of the Debt; Guarantor hereby waives demand of payment, presentation, protest, notice of sale or offer disposition, or release of other handling of the Collateral and all other notices and demands whatsoever respecting the Debt or the Collateral. This Guaranty shall bind the Guarantor and the estate or Guarantor. This Guaranty shall be automatically reinstated if, for any reason, any payment in respect of Debt shall be rescinded, or must otherwise be rescinded, whether as a result of proceedings in bankruptcy or otherwise. Any of the undersigned Guarantors, if more than one, and any other party liable in respect of the Debt may be released without affecting the liability of any undesignated Guarantor or Guarantors not released. Seller authorizes Seller to request and receive information about Guarantor from credit reporting agencies. Seller may assign this Guaranty to PACCAR Financial Corp. and if it does, PACCAR Financial Corp. shall have the same rights and remedies as if originally named here in place of Seller. Guarantor hereby waives notice of acceptance of this Guarantor hereby irrevocably waives and renounces any right or claim Guarantor would otherwise have against Buyer, whether Guarantor making any payment under this Guarantee, contribution, right of reimbursement, or otherwise, as a consequence of

Dated this 6th day of December, 2017.

INDIVIDUAL GUARANTOR	ADDRESS	PHONE
Documented by ANTHONY LORUBBIO <small>MASSACHUSETTS</small>	138 N. MAIN ST TRUMBALLSVILLE, PA 18970	[REDACTED]

MIDNIGHT MADNESS DISTILLING, LLC

Thank you for completing the signing process. To complete your loan package please scan and attach the items listed below:

1. Operating Agreements
2. Certificate of Insurance

Yes, I want to attach a document(s)

X No, I don't want to attach a document(s)

To attach your documents please scan the items and either save to your desktop or in a document file. Simply click on the paperclip and browse in your files for the items that you are attaching.

Certificate Of Completion

Envelope Id: 574C3EAT154C94F0B6C4DE29AB6352B
 Subject: PACCAR Financial Documents for MIDNIGHT MADNESS DISTILLING, LLC. Ref # 58986-1.
 SenderNameFromSCSDDealer:
 ClickUsertoGetTheSenderNameFromSCSDDealer:
 DealerNameFromSCSDDealer:
 AreaOfficeName:
 AreaOfficeCode:
 SourceEnvelope:
 Document Pages: 19
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeDigiStamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

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	Status	Timestamp

Intermediate Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Notary Events

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Envelope Summary Events

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Envelope Events

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Payment Events

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Signer Events

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PACCAR
FINANCIAL

**MEMBER RESOLUTION AUTHORIZATION
TO INCUR INDEBTEDNESS AND PLEDGE ASSETS**

EXTRACT FROM MINUTES OF MEETING or UNANIMOUS WRITTEN CONSENT (check one)

OF THE MEMBERS OF: MIDNIGHT MADNESS DISTILLING, LLC

RESOLVED, that the member(s), manager(s), officer(s) and authorized agent(s) of this Limited Liability Company be and each hereby is authorized and directed:

(1) To incur indebtedness in behalf of this Limited Liability Company by leasing from or making other financing or credit arrangements with PACCAR Financial Corp. for such period of time and upon such terms and conditions and at such rates and charges as may to them in their discretion seem advisable; and

(2) To grant security interest in, mortgage, pledge and otherwise encumber all or any part of the assets of this Limited Liability Company as collateral for such indebtedness; and

(3) To take all such action and to execute in the name and on behalf of this Limited Liability Company, under its seal or otherwise, and deliver all such instruments and documents and to pay all such expenses as in their judgment shall be advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing; and

RESOLVED, that any and all actions hereinafter taken by the member(s), manager(s), officer(s) and authorized agent(s) of this Limited Liability Company in connection with any prior loans or financing or credit arrangements with PACCAR Financial Corp. or taken to accomplish the purpose and intent of the foregoing resolution be and hereby are in all respects approved, ratified and confirmed; and

RESOLVED, that the authority conferred upon the member(s), manager(s), officer(s) and authorized agent(s) of this Limited Liability Company by the foregoing resolution shall continue in force and effect until 30 days after written notice of revocation is delivered to I, ANTHONY LORUBBIO, Secretary/Manager of MIDNIGHT MADNESS DISTILLING, LLC do hereby certify that the foregoing is a true and correct copy of resolutions adopted either (a) at a meeting of the member(s) of said Limited Liability Company, which meeting was called after due notice was given or waived, and at which meeting a quorum was present, or (b) by unanimous written consent of the member(s), and that in either case such resolutions remain in full force and effect.

I also certify that CASEY PARZYCH is on this date the member/manager and authorized agent of said Limited Liability Company.

Executed as of December 06, 2017.

Anthony Lorubbio
Secretary/Manager

PACCAR
FINANCIAL

SELLER'S ASSIGNMENT

DocuSign Envelope ID: 674C9E41-54C3-4F08-9C48-DE29ABC6352B

SELLER'S ASSIGNMENT

SELLER'S ASSIGNMENT

FOR VALUE RECEIVED, Seller (identified on the face of this Security Agreement – Retail Installment Contract (the "Contract") hereby sells, transfers, and assigns to PACCAR Financial Corp., its successors and assigns (collectively "Assignee") all of Seller's right, title and interest under, in and to the Contract (including Collateral therein described), guarantees of Buyer's obligations, and insurance policies and proceeds thereunder. This Assignment is subject to acceptance by Assignee if its offices as indicated, and is further subject to the provisions of any underlying agreement between Seller and Assignee respecting acquisition of installment paper (the "Limited Liability Agreement").

In any event, if any of the following representations or warranties is untrue, Seller unconditionally agrees to pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and attorney's fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. In addition, Seller agrees to indemnify Assignee for any loss or expense sustained by reason of any claim or defense Buyer may have against Seller.

Seller represents and warrants to Assignee that:

(1) The property or services described in the Contract are accurately described therein, have been delivered to and accepted by Buyer under a bona fide deferred payment transaction as indicated in the Contract, and all obligations of Seller to Buyer respecting sale and delivery of property or services have been fully performed;

(6) The security interest granted in the Contract constitutes a first priority security interest upon the property described therein that such security interest and this Assignment hereof to Assignee have been duly perfected as required by applicable law (except insofar as issuance of any Certificate of Title with Assignee's name notation thereon is presently pending). Seller representing that due application has been made thereto); and that the Contract and property therein described are free of all other liens or encumbrances;

(7) The Contract has been validly transferred to Assignee, that no part of the indebtedness represented thereby is past due, and that no default exists on the part of the obligor thereunder, and that all legal requirements of any jurisdiction applicable to the transaction from which the Contract originated and applicable to the Contract and the Assignment, have been satisfied.

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FINANCIAL

In addition to any liability of Seller under the foregoing Assignment, Seller shall have the following ability to Assignee under the Limited Liability Agreement:

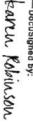
X Non-Recourse

— Limited Liability — Percentage of Contract Payoff ____ %

— Limited Liability, Other

— Full Recourse: If Buyer fails to pay any payment on the Contract when due, or if Buyer is otherwise in default under the terms of the Contract, or if Buyer or Seller becomes insolvent or makes assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Seller; then in any of such events, Seller will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Contract on demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorney's fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. Seller waives all rights arising under the Limited Liability Agreement relating to any failure on the part of Assignee to obtain possession within 180 days.

SELLER'S ASSIGNMENT

ASSIGNMENT: The foregoing contract is hereby assigned under the terms of the Seller's Assignment above.	
North Carolina Kenworth, Inc. SELLER	
BY:  Mark Dunlap 910-380-3387x442 MARK Dunlap, Branch Manager - Greensboro	
ACCEPTANCE: The foregoing assignment is hereby accepted.	
PACCAR Financial Corp. 2180 Satellite Boulevard, Suite 200 Duluth, GA 30097	
BY:  Karen Pollock 31485704FF-BAKER... Sr. Contract Administrator	
DATE: 12/13/17	